

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

IN RE:

**GARY V. ST. CLAIR
INA I. ST. CLAIR**

Debtors

§
§
§
§
§
§

CASE NO. 09-60792-rbk-13

(Chapter 13)

OBJECTION TO CLAIM

THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR INTEREST.

IF NO TIMELY RESPONSE IS FILED WITHIN TWENTY (20) DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A HEARING BEING HELD.

A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

GARY V. ST. CLAIR and INA I. ST. CLAIR, Debtors filed for protection under Chapter 13 of the United States Bankruptcy Code on July 6, 2009.

1. Molly A. Hedrick, attorney for Jackie Matlock, filed a claim, which is attached, dated September 1, 2009.
The claim states that it is a Secured claim in the amount of \$169,607.32.
The claim states that \$44,354.81 of the claim is the amount for arrearages.
2. Debtors object to the filing of this claim where as the creditor is charging an 18% interest or the total note rather than the 18% interest on the delinquent payments owed.
3. Debtors object to the attorney's fees charged in being 10% of the total note. This is not a reasonable amount to ask for attorney's fees considering the time expended by the attorney.

WHEREFORE the Debtors object to the claim filed by the Creditor and the Debtor's pray to the Court the claim should be reduced to the arrearage to the amount reflected by the Debtors in their plan of \$14,625.00.

Respectfully submitted,

A handwritten signature in cursive script, reading "Frank Steelman". The signature is written in black ink and is positioned above a horizontal line.

Frank Steelman
SBOT#19109000
1810 Greenfield Plaza
Bryan, Texas 77802
(979) 260-9774
(979) 846-3078 Fax

changed
AD 9/3/09

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT Western District of Texas		PROOF OF CLAIM
Name of Debtor: Gary V. St. Clair and Ina I. St. Clair		Case Number: 09-60792
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Jackie Matlock		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Molly A. Hedrick Palmos, Russ, McCullough & Russ, L.L.P. 306 Cedar Street, Hearne, Texas 77859 Telephone number: (979) 279-3456		
Name and address where payment should be sent (if different from above): Jackie Matlock P. O. Box 508 Bremond, Texas 76629 Telephone number: (254) 746-7860		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ 169,607.32 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim:
2. Basis for Claim: purchase money note (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B)
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4)
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: 110.00 acres, Mary Peterson Survey, Robertson County, Texas Value of Property: \$ 200,000.00 Annual Interest Rate 7.000 % Amount of arrearage and other charges as of time case filed included in secured claim. if any: \$ 44,354.81 Basis for perfection: deed of trust lien Amount of Secured Claim: \$ 169,607.32 Amount Unsecured: \$ 0.00		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8)
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____) Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: 09/01/2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Molly Hedrick, attorney for Jackie Matlock	
		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

The past due accrued interest on this secured claim has been compounded and is considered part of the principal.

Principal (including accrued, unpaid interest) as of October 22, 2008	\$135,396.36
Interest from October 22, 2008, to July 6, 2009	17,160.10
Attorneys' fees as of July 6, 2009	15,098.36
Late Fees	1,932.50
Returned check fees	20.00
 TOTAL CLAIM	 \$169,607.32

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REAL ESTATE LIEN NOTE
(Fixed Interest Rate)

Date: August 12, 2003

Maker: Gary St. Clair and wife, Ina St. Clair

Maker's Mailing Address (including county): 403 Robbie Lee
Magnolia, Texas 77354
(Montgomery County)

Payee: Jacqueline Hamilton Matlock

Place for Payment (including county): Post Office Box 508
Bremond, Texas 76629
(Robertson County)

Principal Amount: One Hundred Seventy-Two Thousand and No/100 Dollars
(\$172,000.00)

Annual Interest Rate on Unpaid Principal from Date: Seven (7%) Percent

Annual Interest Rate on Matured, Unpaid Amounts: Eighteen (18%) percent

Final Maturity Date: August 12, 2018

Terms of Payment (principal and interest): Principal and interest is due and payable in 180 monthly installments beginning at \$1,545.98 each month, with the first installment being due and payable on or before the 12th day of September, A.D., 2003, and a like installment on or before the 12th day of each month thereafter, until paid in full, no later than the Final Maturity Date with the payment to be applied first to the interest and the balance to the principal.

Security for Payment: Vendor's Lien reserved in favor of Payee in a Deed of even date to Maker on the following property and Lien created in a Deed of Trust of even date executed by Maker for the benefit of the Payee on the following property: Tract I: 100 acres of land, more or less, in the Mary Peterson Survey, A-303, in Robertson County, Texas; and being part of that same property described in a Deed from Jesse N. Hamilton to Jacqueline Hamilton Matlock, dated February 28, 1975 and recorded in Volume 319, Page 204 of the Public Records of Robertson County, Texas; and being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof as if set forth here at length.

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Tract II: 10 acres of land, more or less, in the Mary Peterson Survey, A-303, in Robertson County, Texas; and being part of that same property described in a Deed from Jesse N. Hamilton to Jacqueline Hamilton Matlock, dated February 28, 1975 and recorded in Volume 319, Page 204 of the Public Records of Robertson County, Texas; and being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof as if set forth here at length.

Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

Maker promises to pay a late charge to Payee of five percent (5%) of the amount of the payment if all or any part of the payment is not paid within ten (10) days after the payment is due. Maker shall pay this late charge on the 11th day after the payment is due. Any monies received by Payee shall be applied first to the late charge and then to interest and principal.

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to it, and the default continues after Payee gives Maker notice of the default and the time within which it must be cured, as may be required by law or by written agreement, the Payee may declare the unpaid principal balance and earned interest on this note immediately due. Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

If this note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be ten percent (10%) of all amounts due unless either party pleads otherwise.

Interest on the debt evidenced by this note shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

Each Maker is responsible for all obligations represented by this note.

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When the context requires, singular nouns and pronouns include the plural.



Gary St. Clair



Ina St. Clair

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was forwarded on this 16 day of September 2009, by United States First-class mail to the following:

A handwritten signature in cursive script, appearing to read "Frank Steelman", written over a horizontal line.

Frank Steelman

Ray Hendren, Chapter 13 Trustee
8310 Capital of Texas Hwy North
Suite 475
Austin, TX 78731

US Trustee
903 San Jacinto, Ste. 230
Austin, TX 78701

Gary & Ina St. Clair
1895 Schubrych-Antis Rd.
Bremond, TX 76629

Michael P. Duray
Vernon and Duray, LLP
9535 Forest Lane, Ste. 108
Dallas, TX 75243

Molly A. Hedrick
306 Cedar Street
Hearne, TX 77859